



# ST. JOHN

## THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569

**INTERGOVERNMENTAL LEASE AGREEMENT  
BETWEEN  
ST. JOHN THE BAPTIST PARISH COUNCIL  
AND  
PORT OF SOUTH LOUISIANA**

ST JOHN THE BAPTIST PARISH  
ELIANADEFRANCESCH  
Clerk of Court  
Recorded: 11/24/2020 @10:41AM  
13 Pages  
376347-CO

This Intergovernmental Lease Agreement (the "Lease") is made and entered into on this 12<sup>th</sup> day of November, 2019, between **St. John the Baptist Parish Council**, (hereinafter referred to as "Parish"), represented by Natalie Robottom, Parish President, in accordance with the duly passed motion of the St. John the Baptist Parish Council and **Port of South Louisiana**, (hereinafter referred to as "Port"), **171 Belle Terre Boulevard, LaPlace, LA 70068-0909**, represented by Paul G. Aucoin, Executive Director, collectively referred to herein as the "Parties", under the following terms and conditions:

### RECITALS

**WHEREAS**, the Parish owns a water treatment facility (Lions Water Treatment Plant, located at 2070 Highway 44, Reserve, Louisiana) adjacent to property owned by the Port; and

**WHEREAS**, the Parish desires to lease the abovementioned property from the Port to expand the Lions Water Treatment Plant; and

**WHEREAS**, the Port property is currently vacant and the Port desires to lease it to the Parish;

**NOW, THEREFORE**, in consideration of the premises and mutually dependent covenants herein contained, the parties hereto agree as follows:

### **ARTICLE I. LEASED PREMISES**

The Port hereby leases to the Parish approximately 2.2 acres of immovable property (herein referred to as "Premises") located in Reserve, Louisiana for the sole purpose of expanding and upgrading the Lions Water Treatment Plant. A legal description, map, and site data of the property is attached and referred to as Exhibit "A".

### **ARTICLE II.**

## CONSIDERATION

The Port recognizes that the improvements being undertaken by the Parish will benefit the citizens and businesses in its Port District and therefore desires to charge an annual rent of One Thousand Dollars (\$1000). The rental payment shall be due every year upon the 15<sup>th</sup> day of January. The payment can be mailed to the Port of South Louisiana, P.O. Box 141, LaPlace, Louisiana 70068.

## ARTICLE III.

### TERM

The initial term of this agreement shall commence on the 12<sup>th</sup> day of November 2019 and terminate on the 11<sup>th</sup> day of November 2099. The Parish shall have the option to renew this lease agreement for three (3) additional eighty (80) year periods. The Parish shall give the Port written notice of its intent to exercise its option to extend the Lease at least six (6) months prior to the termination of the initial term or renewal term(s).

## ARTICLE IV.

### CONSTRUCTION AND ALTERATIONS

The Parish shall construct the necessary improvements and make the necessary alterations to the leased premises. All construction, alterations and additions to or on the Leased Premises shall be made solely at the expense of the Parish. The Parish shall construct fencing around the leased premises at its sole cost. Nothing herein shall be construed to prevent the Parish from installing fixtures, governmental logos, equipment and machinery. Said fixtures shall remain the property of the Parish, and on the last day of the initial term or renewal term, the Parish shall remove their attachments and fixtures from the Leased Premises and surrender the premises to the Port. In the event the lease terminates, and the Parish has not removed all fixtures and attachments from the leased premises, the Port shall have the right to utilize said improvements or demolish the same with all cost for demolition being reimbursed by the Parish.

## ARTICLE V.

### INSURANCE AND INDEMNIFICATION

- A. The Parish shall procure and maintain at its sole cost and expense all necessary insurances included but not limited to comprehensive liability, workers compensation, pollution coverage and all other necessary insurances that may be deemed appropriate by the Port. The Port shall be named as an additional insured and provided a copy of the Parish's insurance policy as it relates to the leased premises.
- B. The Parish shall protect, defend, indemnify, and save/hold harmless the Port (indemnified parties shall collectively mean the Port and its officers, commissioners, its agents and employees) from any claim, demand, suit, damage, or liability asserted by any Parish employee (or the heirs, successors or assigns of said employee), for personal injury, wrongful death, survivor rights and/or for property damage, no matter how caused, whether due in whole or in part to the negligence or willful misconduct of the Port. If any action or proceeding shall be brought against the Port by reason of any such claims, the Parish, upon notice from the Port, shall resist and defend such action or proceeding, at its sole cost and expense by counsel selected by the Parish and acceptable to the Port. The



provisions of the section shall survive the expiration or earlier termination of the Intergovernmental Lease Agreement.

**ARTICLE VI.  
MAINTENANCE**

The Parish accepts the Premises "as is" in the condition delivered. The Parish shall maintain the Premises at its own expense and shall maintain an acceptable weed control program, roads, drainage, canals and headlands located on the premises.

**ARTICLE VII.  
NOTICES**

All notices or demands required to be given, pursuant to the terms of this Lease, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

<b>If to Parish:</b>	<b>If to Port:</b>
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Paul G. Aucoin Executive Director Port of South Louisiana P.O. Box 909 LaPlace, Louisiana 70069-0909

**ARTICLE VIII.  
ASSIGNMENT AND SUBLETTING**

The Parish shall not assign nor sublease the Premises in whole or in part, unless prior consent of the Port is obtained.

**ARTICLE IX.  
CANCELLATION**

In the event the Premises is not being used for the intended purpose as first written in this Intergovernmental Lease Agreement, the Port shall have the option to cancel the lease.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed in multiple originals by their hereunder signed offices each in the presence of the undersigned witness in the Parish of St. John the Baptist, State of Louisiana, on the 18th day of November 2019, after due reading of the whole.

Witness:

Deanna Schexnayder  
Deanna Schexnayder

Printed Name

ST. JOHN THE BAPTIST PARISH COUNCIL

By: Natalie Robottom

Natalie Robottom

Title: Parish President

Witness:

Patti Gockett  
Patti Gockett

Printed Name

PORT OF SOUTH LOUISIANA

By: Paul G. Aucoin

Paul G. Aucoin

Title: Executive Director

EXHIBIT A

**APPRAISAL OF  
VACANT 2.13 ACRE PORTION OF A RIVERFRONT INDUSTRIAL SITE  
EAST BANK OF THE MISSISSIPPI RIVER ALSO FRONTING  
LA HIGHWAY 44 NEAR WEST 19<sup>TH</sup> STREET  
RESERVE, LOUISIANA 70084**



FOR  
ST. JOHN THE BAPTIST PARISH  
C/O MR. REED ALEXANDER  
ASSISTANT DIRECTOR UTILITIES  
1801 WEST AIRLINE HIGHWAY  
LAPLACE, LOUISIANA 70068

BY  
HENRY W. TATJE, III  
ARGOTE, DERBES & TATJE, LLC  
512 N. CAUSEWAY BLVD  
METAIRIE, LA 70001  
504.830.3864 DIRECT LINE  
504.830.3870 FAX

REPORT DATE  
MAY 25, 2017  
OUR FILE NUMBER  
17-109



**ARGOTE, DERBES & TATJE, LLC.**  
**REAL ESTATE APPRAISAL & COUNSELING**  
512 N. Causeway Boulevard  
Metairie, Louisiana 70001  
Direct Line: (504) 830-3864  
Email: h.tatje@adgst.com

May 25, 2017  
Our File No. 17-109

St. John the Baptist Parish  
c/o Mr. Reed Alexander  
Assistant Director Utilities  
1801 West Airline Highway  
Laplace, Louisiana 70068

RE: Appraisal of  
Vacant 2.13 Acre Portion of a Larger Riverfront Industrial Site  
East Bank of the Mississippi River Also Fronting  
LA Highway 44 near West 19<sup>th</sup> Street  
Reserve, Louisiana 70084  
Owner: Port of South Louisiana

Dear Mr. Alexander,

In accordance with your request, I have prepared a real property appraisal of the above-referenced property, presented in a written appraisal report format. This appraisal report sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to my opinion of the current **Market Value** of the **Unencumbered Fee Simple Interest** in and to the appraised property in current "As Is Condition".

**Market Value**, as used herein, is defined as: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus."

The property rights appraised is the **Unencumbered Fee Simple Interest** which is defined as: "an absolute fee; a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation. An inheritable estate".

The date as of which the current market value estimates applies is May 15, 2017, the date of my last inspection of the property.

The extent of my investigation and analyses are described in the Scope of the Appraisal. The analyses and report have been prepared for the sole use of the client for this engagement. The accompanying report describes my conclusions and analysis. In order to understand the analyses and conclusions, the report must be read in its entirety; no part of the report is valid without the support of the other sections of the report.

The appraisal, the analyses and the report are intended to comply with the provisions of the Uniform Standards of Professional Appraisal Practice (USPAP) in force as of the appraisal date and with the requirements of the State of Louisiana for State Certified Real Estate Appraisers.

**ARGOTE, DERBES & TATJE, LLC**  
**REAL ESTATE APPRAISAL & COUNSELING**

St. John the Baptist Parish  
c/o Mr. Reed Alexander  
Assistant Director Utilities  
May 25, 2017  
Page Two

St. John the Baptist Parish is the client in this assignment. The intended users of this report are representatives of St. John the Baptist Parish and/or their assigns. The intended use is for possible purchase of the property. The value opinions reported herein are subject to the definitions, Assumptions and Limiting Conditions, and Certification contained in this report.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent on the General Assumptions and Limiting Conditions stated in the body of the report.

Based upon my analysis and reasoning contained herein, it is my opinion that the **Unencumbered Fee Simple Interest** in and to the **Appraised Property** has an estimated **Market Value**, as of May 15, 2017, is as follows:

**ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED and 00/100 (\$111,500.00) DOLLARS.**

No formal legal descriptions of the subject acquisition parcel or larger parcel were provided to the appraiser by the client. The acquisition parcel and larger parcel sizes and dimensions are presented herein based upon the appraiser's best estimation from information provided by the client. This appraisal is, therefore, based on the extraordinary assumption that the property sizes and dimensions relied upon herein are generally accurate and the appraiser reserves the right to amend the estimates of value concluded herein if this is found not to be true. The reliance on this extraordinary assumption may have affected the assignment results.

Enclosed is my report, including exhibits, which describes my method of approach and contains all the pertinent data gathered and used by me to reach a final value conclusion.

No responsibility has been assumed for matters legal in nature, nor has the title been examined by the appraiser. The value estimate arrived at herein is made as though the property were free from unknown adverse encumbrances and under responsible ownership.

My research of recent sales of comparable properties to the subject, in similarly competitive market locations indicates that typical marketing and exposure times for a property like the appraised property in this market at the value concluded herein appear to both be between 6 to 18 months.

This is to certify that I have no interest, present or contemplated, in the appraised property and that this appraisal was not made contingent upon a minimum value, range of values or approval of a loan.

**ARGOTE, DERBES & TATJE, LLC**  
**REAL ESTATE APPRAISAL & COUNSELING**

St. John the Baptist Parish  
c/o Mr. Reed Alexander  
Assistant Director Utilities  
May 25, 2017  
Page Three

This letter of transmittal is not considered valid if separated from this report, and must be accompanied by all sections of this report as outlined in the Table of Contents, in order for the value opinions set forth above to be valid.

Respectfully submitted,



Henry W. Tatje, III, MAI

Louisiana Certified General  
Real Estate Appraiser License #G-0321



### SUMMARY OF SALIENT FACTS AND CONCLUSIONS

**OWNERS:** Port of South Louisiana

**LOCATION:** East Bank of the Mississippi River and both sides of LA Highway 44 just West of West 19<sup>th</sup> Street, Reserve, St. John the Baptist Parish, Louisiana

**LEGAL DESCRIPTION:** None available

**PURPOSE OF THE APPRAISAL:** To estimate Market Value for a possible purchase.

**PROPERTY RIGHTS APPRAISED:** Fee Simple Interest.

**ZONING:** I-3; Industrial District Three

**FLOOD ZONE:** X, not a special flood hazard area

**BRIEF PROPERTY DESCRIPTION:**

The subject property consists of a vacant ±2.13 acre portion of a larger ±43.63 acre industrial site (larger parcel) fronting the east bank of the Mississippi River and both sides of LA Highway 44 in Reserve, Louisiana. The larger parcel has ±715 LF of frontage along the east bank of the Mississippi River and contains ±6 acres of river batture, ±3.4 acres encumbered by levees and LA Highway 44, and ±34.23 acres of primarily cleared partially improved land. It is partially improved with a grain elevator and marine docks utilized for agricultural product storage and shipping by Archer Daniels Midland Company. The subject portion of the site is situated on the western edge of the larger parcel and is a fully vacant, mostly cleared, irregular shaped interior site with ±82.5' along the north side of LA Highway 44 by a total depth of ±600'. See the site description section of this report for approximate dimensions of the subject site.

**EFFECTIVE DATE OF VALUE:** May 15, 2017

**APPROACHES TO VALUE:**

Cost Approach	Not Applicable
Sales Comparison Approach	\$111,500.00
Income Approach	Not Applicable

**FINAL VALUE CONCLUSION:** \$111,500.00

**APPRAISER:** Henry W. Tatje, III, MAI  
Louisiana Certified General  
Real Estate Appraiser License #G-0321

**GOOGLE AERIAL VIEW OF THE APPRAISED PROPERTY**





## SITE DATA

### Size and Shape

The subject property consists of a vacant ±2.13 acre portion of a ±43.63 acre industrial site (parent tract) fronting the east bank of the Mississippi River and both sides of LA Highway 44 in Reserve, Louisiana. The parent tract has ±715 LF of frontage along the Mississippi River and consists of ±6 acres of river batture, ±3.4 acres encumbered by levee and LA Highway 44 and ±34.6 acres of mostly cleared and partially improved land along the north side of LA Highway 44. It is partially improved and utilized as a grain elevator with marine docking for ships and barges by Archer Daniels Midland Company. The subject acquisition portion of the site is situated along the western edge of the larger parcel, and is a vacant, mostly cleared and irregular shaped site with ±82.5' along the north side of LA Highway 44 by a total depth of +/- 600'. See the following page of this report for approximate dimensions of the subject site.

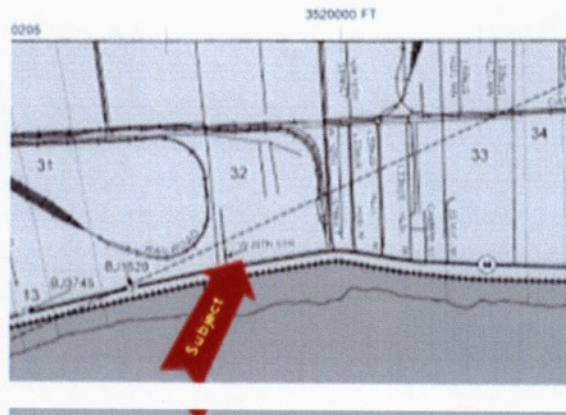
LA Highway 44 (River Road) is a local two-lane asphalt paved roadway serving the nearby commercial and industrial users as well as local residents. It has open ditch and subsurface drainage and is bound on its southern side by the Mississippi River levee system.

No soil studies were submitted to the appraiser, and none were performed by this appraiser; however, soil conditions are considered to be typical for the area, being generally stable. The subject site is generally level with an elevation at adjoining street grade. All public utilities are available and connected to same, including water, natural gas, electricity and sanitary sewerage. There are no apparent adverse easements or encroachments known or observed on the subject site. The site is subject to typical utility servitudes which do not adversely affect the use or value of same. No current environmental site assessment of the subject property was provided to the appraiser; and no obvious environmental contamination was apparent during the appraiser's visual inspection of the property.

### Flood Zone

According to the Flood Maps the appraised site was found to be located in **Flood Zone "X," not an area of special flood hazards** in accordance with Community Panel No. 22095C0215D revised: November 4, 2010.

### FLOOD ZONE MAP



**SITE DATA (Continued)**

**SKETCH/AREA TABLE ADDENDUM**

SUBJECT INFO										
File No.:		Parcel No.:								
Property Address:										
City:		County:			State:			Zip Code:		
Owner:										
Client:										
Appraiser Name:					Inspection Date:					
SKETCH										
Sketch by: Apres Software										
AREA CALCULATIONS SUMMARY					AREA CALCULATIONS BREAKDOWN					
Code	Description	Factor	Net Size	Perimeter	Net Totals	Name	Base x	Height x	Width x	Area
LAND	Land	1.00	92900.0	1824.46	92900.00					
0 total items						(rounded) 0				





## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

*November 13<sup>th</sup>, 2019*

Division A  
Larry Sorapuru, Jr.  
502 Hwy. 18 River Road  
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Cell 504-218-9049

Division B  
Jaclyn S. Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-652-1702

District I  
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5605 Hwy. 18 River Road  
Town of Wallace  
Vacherie, LA 70090  
Cell 504-330-6338

District II  
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District III  
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Reserve, LA 70084  
Cell 985-379-6188

District IV  
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Cell 504-717-3936

District VI  
Larry Snyder  
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LaPlace, LA 70068  
Cell 985-379-6061

District VII  
Thomas Malik  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1811 W. Airline Hwy.**  
**LaPlace, LA 70068**

**Dear Mrs. Robottom:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, November 12<sup>th</sup>, 2019.**

**"Councilman Sorapuru moved and Councilman Madere seconded the motion to grant administration authorization to enter into an Intergovernmental Lease Agreement with the Port of South Louisiana for property adjacent to the Lions Water Treatment Plant. The motion passed with Councilwoman Remondet and Councilman Perrilloux absent."**

### CERTIFICATION

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 12<sup>th</sup> day of November, 2019.**

*November 13<sup>th</sup>, 2019,*

**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**

